

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CASE NO. 04-35273 GFK

Matthew Thomas Ennis
SSN XXX-XX-6427
Jaime Valerie Ennis
Jaime Valerie Schumacher
SSN XXX-XX-8943

CHAPTER 13 CASE

Debtor.

NOTICE OF OBJECTION TO CONFIRMATION OF PLAN

TO: Debtor and other entities specified in Local Rule 3015-3.

1. GMAC Mortgage Corporation (hereinafter "Secured Creditor") moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this objection at 10:30 a.m. on October 28, 2004, before the Honorable Gregory F. Kishel in Courtroom 228B at U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota.
3. Any reply to this objection must be filed and delivered not later than 10:30 a.m. on October 27, 2004, which is 24 hours before the time set for the hearing, or filed and served by mail not later than October 25, 2004, which is three days before the time set for the hearing. **UNLESS A REPLY OPPOSING THE OBJECTION IS TIMELY FILED, THE COURT MAY SUSTAIN THE OBJECTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this objection pursuant to 28 U.S.C. §§ 157 and 1334, Federal Rule of Bankruptcy Procedure 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this Chapter 13 case was filed September 9, 2004. The case is now pending before this Court.

5. This objection arises under 11 U.S.C. § 1322 and Local Rule 3007-1.
6. Debtor is indebted to Secured Creditor in the principal amount of \$225,100.00, as evidenced by that certain Promissory Note dated November 15, 2002, a copy of which is attached hereto as Exhibit "A", together with interest thereon.
7. Debtor's indebtedness is secured by a mortgage on real estate in which Debtor has an interest as evidenced by that certain Mortgage Deed dated November 15, 2002, executed by Matthew T. Ennis and Jaime V. Ennis, husband and wife, recorded December 18, 2002, as Document No. 391112, a copy of which is attached hereto as Exhibit "B". The name and address of the original creditor is contained in the attached Exhibit "B".
8. Said plan is objected to on the basis that it is not feasible and that Debtor will not be able to make all payments under the plan and to comply with the plan as contemplated by 11 U.S.C. § 1325(a)(6).
9. Said plan is also objected to on the basis that Debtor is delinquent in their pre-petition monthly mortgage payments to Secured Creditor for the months of May, 2004 through September, 2004, in the total amount of \$12,388.52, including late charges and that said delinquency existing in Debtor's mortgage loan cannot be cured within a reasonable time as required by 11 U.S.C. § 1322(b)(5). In In re Newton, 161 B.R. 207 (Bkrtcy.D.Minn. 1993), this Court reaffirmed its previous finding that more than 12 months is ordinarily not a reasonable time to cure a default in pre-petition homestead mortgage payments under 11 U.S.C. § 1322(b)(5). The plan, as proposed by Debtor, would require approximately 26 months to complete based on the Proof of Claim filed by Secured Creditor. Therefore, the plan does not comply with the provision of Chapter 13 of the Bankruptcy Code, as contemplated by 11 U.S.C. § 1325(a)(1).
10. The value of the property as scheduled by Debtor is \$265,000.00 subject to Secured Creditor's mortgage in excess of \$232,190.17.
11. The plan, as proposed, is not made in good faith by Debtor.

12. Therefore, it is requested that the Court deny confirmation of Debtor's plan.

Dated this 29th day of September, 2004.

WILFORD & GESKE

By /e/ James A. Geske

James A. Geske
Attorneys for Secured Creditor
7650 Currell Blvd., Suite 300
Woodbury, Minnesota 55125
651-209-3300
Attorney Reg. No. 14969X

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

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NOTE

NOVEMBER 15TH, 2002

(Date)

PITTSBURG

(City)

PENNSYLVANIA

(State)

26359 GOODVIEW AVE, WYOMING, MN 55092

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 225,100.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **HOMEcomings FINANCIAL NETWORK, INC.**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **9.3750** %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **FIRST** day of each month beginning on **JANUARY 1ST, 2003**. I will make those payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **DECEMBER 1ST, 2032**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **6525 MORRISON BLVD., STE. 333, CHARLOTTE, NC 28211**

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **1,710.92**

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

U.S. 5N (0000) 01

Form 3200 1/01

VMP MORTGAGE FORMS - (000521) 7201

Page 1 of 3

note: HE. J.E.

MP000004 - (12/01) / 041-030400-7



EXHIBIT

A

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OFFICE OF COUNTY RECORDER
Chicago County, Minnesota

I hereby certify that this document was filed in this office
on 12/18/2002 at 10:00:00 AM and was duly
recorded as document number A-391112
ELAINE OFTELIE - County Recorder, by _____ Deputy.

Well Certificate: _____ Received _____ Not Required

Fees:		
ELECTRONIC FILING FEE		\$1.50
EQUIPMENT FUND		1.00
STATE SURCHARGE		4.50
GENERAL ABSTRACT		14.00
	Total	\$20.00

Maple No. 32673
Registration Tax of 517.73 December
18 2002 Be Olay/2001
Pitts., Chicago County, Minn.

Montgomery 2002

(Space Above This Line For Recording Data)

MORTGAGE

MIN 100062604152645978

Return To:

PH # 900-648-8617

GENERAL AMERICAN CORPORATION
P O BOX 1117

PITTSBURGH PA 15230-1117

1528784

Received from/return to:
CAPITOL LIEN RECORDS
1010 NO DALE ST
ST PAUL, MN 55117

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated NOVEMBER 15TH, 2002 together with all Riders to this document.

MINNESOTA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
MFMIN7770 (11/00) / 041-326459-7

MINN-9A(MN) (0000)

Page 1 of 15

Model: MFE IYE

VMP MORTGAGE FORMS - (000)521-7201

Form 3024 1/01



EXHIBIT B

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(B) "Borrower" is
MATTHEW T. ENNIS and JAIME V. ENNIS, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is HOMECOMINGS FINANCIAL NETWORK, INC.

Lender is a CORPORATION

organized and existing under the laws of DELAWARE

Lender's address is 6525 MORRISON BLVD., STE. 333
CHARLOTTE, NC 28211

(E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 15TH, 2002

The Note states that Borrower owes Lender TWO HUNDRED TWENTY FIVE THOUSAND ONE
HUNDRED AND NO/100

(U.S. \$ 225,100.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than DECEMBER 1ST, 2032

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) (specify)

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY RECORDER/REGISTRAR OF TITLES OF CHISAGO COUNTY :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction];

Legal description attached hereto and made a part hereof

Parcel ID Number: N/A
26359 GOODVIEW AVE
WYOMING
("Property Address"):

which currently has the address of
/ (Street)
(City), Minnesota 55092 (Zip Code)

MFMN7770 (11/00) / 041-526459-7
FORM 3024-5A(MN) (2000)

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WILFORD

Form 3024 1/01

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

David Lee Muen

Jaime V. Ennis (Seal)
JAIME V ENNIS -Borrower

Matthew T Ennis (Seal)
MATTHEW T ENNIS -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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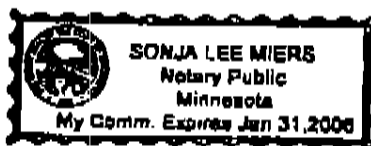
394112

STATE OF MINNESOTA,

Chicago County ss:

On this 15th day of November 2002, before me appeared
 MATTHEW T. ENNIS AND JAIME V. ENNIS, husband and wife

to me personally known to be the person(s) described in and who executed the foregoing instrument and
 acknowledged that he/she/they executed the same as his/her/their free act and deed.



Notary Public

My Commission Expires:

12-31-06

This instrument was drafted by: HomeComings Financial Network
 6525 Morrison Boulevard, Ste. 333
 Charlotte, NC 29211

Tax statements for the real property described in this instrument should be sent to:

GMAC Mortgage Corporation
 P.O. Box 780
 Waterloo, IA 50704-0780

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Deed #1 Notes For: 20-01512009

REAL PROPERTY IN CHISAGO COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

LOT ELEVEN (11), BLOCK TWO (2), REBECCA MEADOWS, ACCORDING TO THE MAP OR PLAT THEREOF ON
FILE OR OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR CHISAGO COUNTY,
MINNESOTA.

ID #10-01128-45

RE: MATTHEW T. ENNIS

A-391112

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

CHAPTER 13 CASE

Matthew Thomas Ennis
SSN XXX-XX-6427
Jaime Valerie Ennis
Jaime Valerie Schumacher
SSN XXX-XX-8943

CASE NO. 04-35273 GFK

Debtor.

**UNSWORN DECLARATION
FOR PROOF OF SERVICE**

Diana Waletzko, employed by Wilford & Geske, attorneys licensed to practice law in this Court, with office address at 7650 Currell Blvd., Suite 300, Woodbury, Minnesota, declares that on September 29, 2004, I served the annexed Notice of Objection to Confirmation of Plan and proposed Order Denying Confirmation of Plan to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Woodbury, Minnesota addressed to each of them as follows:

Matthew T. Ennis
Jaime V. Ennis
26359 Goodview Avenue
Wyoming, MN 55092

Jasmine Z. Keller
12 South 6th Street, Suite 310
Minneapolis, MN 55402

Steven C. Opheim
Dudley & Smith PA
101 E 5th St Ste 2602
St. Paul, MN 55101

U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 29th day of September, 2004.

/s/ Diana Waletzko
Diana Waletzko

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

**ORDER DENYING CONFIRMATION
OF PLAN**

Matthew Thomas Ennis
SSN XXX-XX-6427
Jaime Valerie Ennis
Jaime Valerie Schumacher
SSN XXX-XX-8943

Debtor.

CASE NO. 04-35273 GFK

This Chapter 13 Case came on before the Court on October 28, 2004, for hearing on Debtor's plan of debt adjustment. Appearances were as noted in the record. Upon the record made at hearing, and all other files and records in this case,

IT IS HEREBY ORDERED that confirmation of Debtor's plan of debt adjustment, as filed September 9, 2004, is denied.

Dated: _____
Judge of Bankruptcy Court